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9 Attorneys for Defendant  
10 KINDERCARE LEARNING CENTERS, INC.

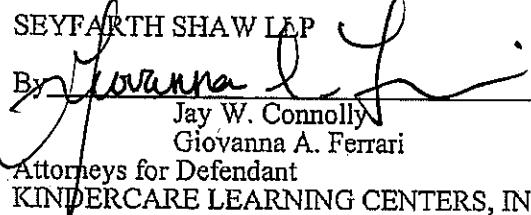
11                                                                                  Case No. C 08-04778 CW  
12 THERESA BUCKMAN-FALDUTI, an individual; TODD FALDUTI, and individual, }  
13                                                                                  **STIPULATION AND [PROPOSED]**  
14                                                                                  **ORDER TO EXTEND THE TIME FOR**  
15                                                                                  **COURT ORDERED MEDIATION**  
16                                                                                  vs.  
17                                                                                          KINDERCARE LEARNING CENTERS, INC.,  
18                                                                                          a Delaware corporation,  
19                                                                                          Defendant.  
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1 Pursuant to ADR Local Rule 5-5 and Local Rules 6-2 and 7-12, Defendant  
2 KINDERCARE LEARNING CENTERS, INC. ("KinderCare") and Plaintiffs THERESA  
3 BUCKMAN-FALDUTI and TODD FALDUTI stipulate to extend the court ordered mediation  
4 deadline in this matter from to July 29, 2009 to September 14, 2009 for the reasons stated in the  
5 Declaration of Giovanna A. Ferrari attached hereto as Exhibit A. This stipulation is made on the  
6 condition that such extension does not effect any party's right to move for or stipulate to an  
7 extension of any other deadline if such motion or stipulation is warranted.

8 IT IS SO STIPULATED.

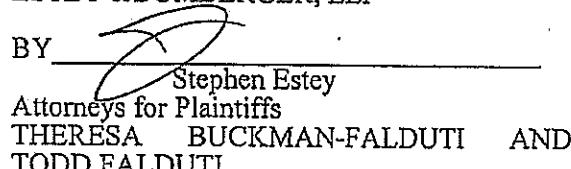
9 DATED: May 22, 2009

SEYFARTH SHAW LLP

By   
Jay W. Connolly  
Giovanna A. Ferrari  
Attorneys for Defendant  
KINDERCARE LEARNING CENTERS, INC.

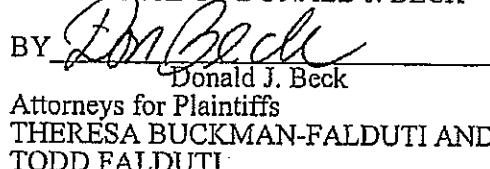
13 DATED: May 22, 2009

ESTEY & BOMBERGER, LLP

14 BY   
Stephen Estey  
15 Attorneys for Plaintiffs  
16 THERESA BUCKMAN-FALDUTI AND  
TODD FALDUTI

17 DATED: May 22, 2009

LAW OFFICE OF DONALD J. BECK

18 BY   
Donald J. Beck  
19 Attorneys for Plaintiffs  
20 THERESA BUCKMAN-FALDUTI AND  
TODD FALDUTI

21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22 Dated: May 26, 2009

  
Hon. Judge Claudia Wilken

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**EXHIBIT A: DECLARATION OF GIOVANNA A. FERRARI**

I, Giovanna A. Ferrari, declare:

1. I am an attorney at law duly licensed to practice before all courts of the State of California. I am an associate at the law firm of Seyfarth Shaw LLP, attorneys of record for Defendant KINDERCARE LEARNING CENTERS, INC. ("KinderCare"). The following facts are personally known to me, and if called as a witness, I could and would competently testify thereto.

8           2. There has been only one other stipulation to extend time in this matter: On  
9 November 20, 2008, the parties stipulated to extend the time for KinderCare to answer the  
10 complaint.

3. On February 6, 2009, this Court issued a Minute Order and Case Management  
Order which included a private mediation deadline of July 29, 2009. Trial is currently set for  
June 1, 2010.

14       4. On April 22, 2009, Plaintiffs filed a first amended complaint which altered the  
15 parties to the case and changed the causes of action against KinderCare.

16       5. KinderCare assigned new lead trial counsel in May 2009. See Notice of  
17 Substitution of Counsel filed concurrently herewith.

18       6. Extending the court ordered mediation deadline will allow the parties and new  
19 counsel to conduct necessary discovery based on the amended complaint and to better prepare  
20 for and participate in the mediation.

21       7. The stipulation will not have an effect on any other court ordered deadlines, but is  
22 made on the condition that such extension does not effect any party's right to move for or  
23 stipulate to an extension of any other deadline if such motion or stipulation is warranted.

24 I declare under penalty of perjury under the laws of the United States, that the foregoing  
25 is true and correct. Executed this 22nd day of May 2009, at San Francisco, California.

Giovanna A. Ferrari